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previous decisions of the Texas court, and is made in spite of the statutory definition that adverse possession must be an actual and visible appropriation of the land, commenced and continued under a claim of right inconsistent with and hostile to the claim of another.

RESTRAINT OF TRADE—CONTRACT TO SECURE TRAFFIC—VALIDITY.—*DELAWARE, L. & W. R. Co. v. KUTTER*, 147 FED. 51. Defendant railroad company entered into a contract with plaintiff to build up, develop, and conduct the business of the transportation of milk on its lines of road. Plaintiff was to have full charge of such business and was to receive as a compensation a percentage of the freights earned thereon. *Held*, that such a contract was not void as being in restraint of trade nor contrary to the anti-trust act to protect trade and commerce against unlawful restraint and monopolies.

The contracts prohibited by the anti-trust act of July 2, 1890, are simply those void under common law. *U. S. v. Trans-Missouri Freight Assn.*, 58 Fed. 58. And at the present day the mere fact that a contract to some degree restricts trade is not sufficient to avoid it. *Central Shade Co. v. Cushman*, 143 Mass. 353; *Hubbard v. Miller*, 27 Mich. 15. In order to be illegal such contracts must involve an appreciable diminution of the number of the persons engaged in the trade or of the supply furnished. *Fowle v. Park*, 131 U. S. 88; *Diamond Match Co. v. Roeber*, 106 N.Y. 473. So that each particular case must rest upon its merits and all the surrounding circumstances must be considered in determining whether a contract will operate as a restraint injurious to the public. *Gibbs v. Consolidated Gas Co.*, 130 U. S. 396; *Oregon Steam Nav. Co. v. Winsor*, 20 Wall. 64.

REWARDS—OFFER AND ACCEPTANCE.—*McCLAUGHREY ET AL. v. KING*, 147 FED. 463.—Where defendant as sheriff of a county, offered a reward "for the arrest of each of the parties convicted" of a certain bank robbery and murder, *Held*, that the reward was not accepted merely by the giving of information concerning the whereabouts of the suspect, who was already under arrest in another state, but could only be accepted by the party assuming the personal danger and responsibility of either actually arresting the suspect or causing some other person to arrest him. *Hook, J., dissenting.*

As a general rule it may be stated that one who offers a reward may annex such conditions as he chooses, and one claiming the reward must prove a compliance with them. *Amis v. Conner*, 43 Ark. 337. And it has been held that a reward offered for the apprehension and conviction of each of the perpetrators of a crime is not earned by one who merely informs the governor of the state that one such person is in the penitentiary of another state, and who, without risk, responsibility, or expense to himself appears as a witness at the trial. *Lovejoy v. A. T. and S. F. Ry Co.*, 53 Mo. App. 386. Nor is a reward offered for the capture of a thief earned by merely giving information to the sheriff which enables him to find and arrest him, *Everman v. Hyman*, 3 Ind. App., 459; and this, although the party giving the information went with sheriff as one of his posse, to make the capture. *Juniata Co. v. McDonald*, 122 Pa. St. 115.

SALES—CONVERSION OF GOODS BY CARRIER.—*DUDLEY V. CHICAGO, MILWAUKEE & ST. P. RY. CO.*, 52 SOUTHEASTERN, 718—A quantity of apples was shipped with drafts on the buyer for their value according to a contract of sale attached to the bills of lading. On the arrival of the fruit at its destination the